

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

Broadway Bank  
5960 N Broadway  
Chicago, IL 60660



Doc#: 0708846118 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/29/2007 01:42 PM Pg: 1 of 4

**WHEN RECORDED MAIL TO:**

Broadway Bank  
5960 N Broadway  
Chicago, IL 60660

**SEND TAX NOTICES TO:**

Broadway Bank  
5960 N Broadway  
Chicago, IL 60660

FOR RECORDER'S USE ONLY

**This Modification of Mortgage prepared by:**

LOAN #313960  
BROADWAY BANK  
5960 N. BROADWAY  
CHICAGO, IL 60660

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 12, 2007, is made and executed between LUIS A. FLOCCO a/k/a LUIS ANGEL FLOCCO a/k/a LUIS FLOCCO, a married man, whose address is 4652 N VIRGINIA, CHICAGO, IL 60625 (referred to below as "Grantor") and Broadway Bank, whose address is 5960 N Broadway, Chicago, IL 60660 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated May 5, 2006 (the "Mortgage") which has been recorded in COOK County, State of Illinois, as follows:

RECORDED ON MAY 5, 2006 AS DOCUMENT NUMBER 0612556142 IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS, MODIFICATION OF MORTGAGE DATED OCTOBER 13, 2006 AND RECORDED ON OCTOBER 16, 2006 AS DOCUMENT NUMBER 0629939020, MODIFICATION OF MORTGAGE DATED NOVEMBER 17, 2006 AND RECORDED ON NOVEMBER 20, 2006 AS DOCUMENT NUMBER 0632450113.

**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in COOK County, State of Illinois:

THAT PART OF THE SOUTH 25 FEET OF LOT 1 LYING EAST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 20, AND THE SOUTH 25 FEET OF LOT 2 (EXCEPT THE EAST 10 FEET THEREOF) IN BLOCK 1 IN LAKEVIEW HIGH SCHOOL SUBDIVISION, BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE NORTH 33 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.


The Real Property or its address is commonly known as 3947 N ASHLAND AVENUE, CHICAGO, IL 60613. The Real Property tax identification number is 14-20-100-003-0000.

**MODIFICATION.** Lender and Grantor hereby modify the Mortgage as follows:

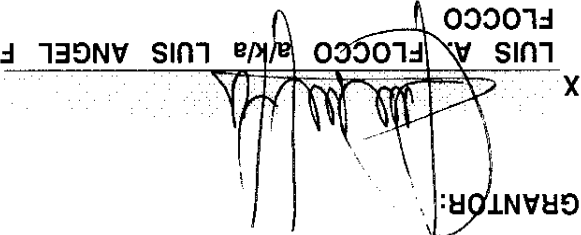
**INDEBTEDNESS (MAXIMUM LIEN AMOUNT):** AT NO TIME SHALL THE PRINCIPAL AMOUNT OF INDEBTEDNESS SECURED BY THIS MORTGAGE, NOT INCLUDING SUMS ADVANCED TO PROTECT THE SECURITY OF THE MORTGAGE, EXCEED THE NOTE AMOUNT OF \$3,000,000.00.

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Authorized Signer

X  
  
BROADWAY BANK

LENDER:

X  
GRANTOR:  
LUIS A FLOCCO a/k/a LUIS ANGEL FLOCCO a/k/a LUIS FLOCCO  


MARCH 12, 2007.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED

such assignment.

LENDER'S RIGHT TO ASSIGN. Lender may assign, negotiate, pledge or otherwise hypothecate this Agreement or any of its rights and security hereunder, including the Note and other Loan Documents to any bank, participant, financial institution, or any other person or entity and in case of such assignment, Borrower will accord full recognition thereto and agree that all rights and remedies of Lender in connection with the interest so assigned shall be enforceable against Borrower by such bank, participant, financial institution or any other person or entity with the same force and effect and to the same extent as the same would have been enforceable by Lender but for

actions.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent

4.) ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME. ...

12TH OF EACH MONTH.

- 3.) THE MONTHLY PAYMENT DATE HAS BEEN CHANGED FROM THE 17TH OF EACH MONTH TO THE
- 2.) THE LINE OF CREDIT HAS BEEN INCREASED TO \$1,500,000.00 (CURRENT LINE OF CREDIT IN THE AMOUNT OF \$1,230,000.00; ADDITIONAL LINE OF CREDIT IN THE AMOUNT OF \$270,000.00)
- 1.) THE MATURITY DATE HAS BEEN EXTENDED TO MARCH 12, 2008.

THE MORTGAGE HAS BEEN MODIFIED AS FOLLOWS:

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## MODIFICATION OF MORTGAGE

(Continued)

Loan No: 313960

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 )  
 ) SS  
 COUNTY OF Cook )

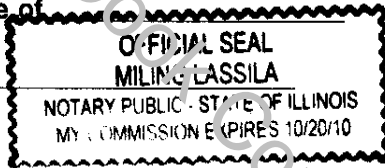
On this day before me, the undersigned Notary Public, personally appeared **LUIS A. FLOCCO a/k/a LUIS ANGEL FLOCCO a/k/a LUIS FLOCCO**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 12th day of MARCH, 2007

By Milica Residing at ILLINOIS

Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_



### LENDER ACKNOWLEDGMENT

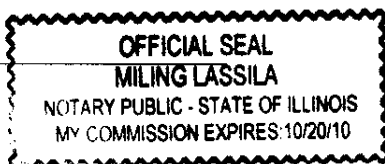
STATE OF ILLINOIS )  
 )  
 ) SS  
 COUNTY OF Cook )

On this 12th day of MARCH, 2007 before me, the undersigned Notary Public, personally appeared HOWARD MARTIN and known to me to be the LOAN OFFICER, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By Milica Residing at ILLINOIS

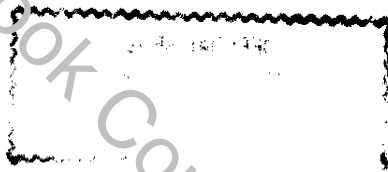
Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_



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